

Attachment "A"

AGREEMENT REGARDING THE USE OF ELECTRONIC AUTHORIZATION AS A MEANS TO LIFT SLAMMING PROTECTION

This Agreement (hereinafter "Agreement") is made and entered into this 23rd day of January 2002, by and between MCI WORLDCOM Communications, Inc. ("MCI WorldCom"), and Illinois Bell Telephone Company ("Ameritech Illinois"), Ohio Bell Telephone Company ("Ameritech Ohio"), Michigan Bell Telephone Company ("Ameritech Michigan"), Wisconsin Bell Telephone Company ("Ameritech Wisconsin"), and Indiana Bell Telephone Company ("Ameritech Indiana") (collectively "Ameritech"). Ameritech and MCI WorldCom are referred to collectively herein as the "Parties."

1. Purpose of Agreement.

Ameritech offers its customers a program it refers to as Slamming Protection ("Slamming Protection" or "PIC freeze"). Under the program, a customer can place Slamming Protection on his or her selection of carrier(s) for intraMSA toll and/or interMSA toll service in Illinois (or intraLATA toll and/or interLATA toll in Ohio, Michigan, Indiana and Wisconsin) and the Slamming Protection ensures that the carrier(s) cannot be changed without direct, express authorization from the customer. Prior to entering this Agreement, Ameritech allowed customers to lift Slamming Protection in four ways: (1) written correspondence from the customer; (2) oral authorization from the customer received via telephone to an Ameritech representative; (3) a three-way call between the customer, the customer's new carrier and an Ameritech representative; or (4) a call to an Ameritech Voice Response Unit ("VRU"). Pursuant to this Agreement, Ameritech will additionally accept Electronic Authorization ("EA") as a means of obtaining authorization for the removal of the Slamming Protection from such customers' telephone accounts on the customers' choice of carrier(s) for intraMSA toll and/or interMSA toll service in Illinois and the customer's intraLATA toll and/or interLATA toll service in Ohio, Michigan, Indiana and Wisconsin on the terms and conditions contained herein.

2. Definition of EA

EA refers to the process whereby a customer's authorization to lift Slamming Protection is captured in an audio recording that is made available to Ameritech for review. The audio recording would be accomplished by a third-party as a separate and distinct part of a verification process that accompanies sales of long distance telephone service. The Parties agree that EA, as contemplated herein, complies with the rules and regulations relating to the three way calling method of lifting Slamming Protection. The Parties have not addressed in this Agreement whether EA also complies with other provisions of the rules and regulations relating to lifting Slamming Protection.

3. Scope of Agreement

- A. Ameritech agrees to accept EA from residential customers as a means of obtaining authorization for the removal of the Slamming Protection which the customer placed on his or her selection of carrier(s) for intraMSA toll and/or interMSA toll service in Illinois and the customer's intraLATA toll and/or interLATA toll service in the states of Ohio, Michigan, Indiana and Wisconsin.
- B. At this time, this Agreement does not apply to removing or lifting of dial-tone protection (also referred to as LEC Protection). This restriction in the Agreement can be revisited at a later date by the Parties.
- C. This Agreement also does not apply to the removing or lifting of Slamming Protection for any business account (ie. non-residential). This restriction in the Agreement can be revisited at a later date by the Parties.

4. Form and Transmittal of EA

- A. Ameritech agrees to the use of .wav files (as that term is used in the industry) for the EA recordings. The Parties may mutually agree to use a medium other than .wav files if the Parties jointly decide that another medium is more appropriate.
- B. MCI WorldCom will make available to Ameritech either the entire recording of the customer's conversation with the third-party representative or solely the portion of the recording discussing Slamming Protection. If the entire recording is made available, the questions and answers relating to Slamming Protection will be found at the beginning of the recording. Ameritech has prepared an initial script to be used for this portion of the EA recording which is attached as Item A. Ameritech will be responsible for the content of the script and any changes thereto. MCI WorldCom is prohibited from making any revisions or modifications to the script and MCI WorldCom agrees that it will use the Ameritech approved script for all EA recordings. Ameritech agrees that it will only make changes to the script to comply with any federal or state requirement or if it deems such changes necessary to efficiently and effectively obtain customer authorization concerning the use of an EA recording to remove Slamming Protection, and that the script and any changes thereto will be the same for all carriers utilizing EA, including Ameritech. In no event shall any changes to

the script increase in length, in the aggregate, the average contact time with a customer by more than 5 seconds over the average contact time under the initial script unless such change or changes are made pursuant to any federal or state regulatory requirement. Ameritech shall provide thirty days advance written notice of any proposed changes. In lieu of implementing any changes to the script, MCI WorldCom may elect to terminate this Agreement and cease the use of EA as a means of lifting Slamming Protection by submitting a written termination notice within the thirty period described above. Nothing in this Paragraph precludes MCI WorldCom from suggesting script revisions to Ameritech, and Ameritech agrees to consider such suggestions in good faith.

- C. MCI WorldCom will provide access to EA recordings to Ameritech or its designee via posting the EA recording to a password-protected website or via FTP (File Transfer Protocol) or through such other means as may provide equivalent access and functionality. The Parties will work together to decide which method is most beneficial.
- D. EA recordings may be in English or Spanish only. MCI WorldCom will segregate or mark EA recordings by language category so that Ameritech will know prior to reviewing an EA recording which language was used.
- E. If FTP is used, Ameritech will specify the location or locations to which EA recordings may be transmitted. Ameritech may change such location(s) from time to time. MCI WorldCom will be responsible for transmitting EA recordings to the appropriate location(s).
- F. If the Parties elect to use a password protected web site, the EA recordings will be posted and access provided for no less than 60 days.
- G. MCI WorldCom shall forward via FTP (or provide access on a password protected web site) EA recordings to Ameritech only for those accounts for which MCI WorldCom has first determined that such account has Slamming Protection. One method by which MCI WorldCom will determine whether an account has Slamming Protection is by submitting electronically via the CARE process a valid order for a change of carrier. If Ameritech rejects the order and returns a "2166" code, this shall indicate that the customer's account is subject to Slamming Protection.

- H. MCI WorldCom shall store all EA recordings for a period of two years. Ameritech shall have no obligation to store any EA recordings. In the event of any dispute concerning the use of an EA recording, MCI WorldCom agrees to provide Ameritech with such disputed EA recordings upon request within two business days for EA recordings made within 60 days, and within five business days for all other recordings made within the prior two years.

5. EA Processing

- A. In response to an EA recording, Ameritech shall lift Slamming Protection in accordance with the customer's authorization. After Slamming Protection is lifted, MCI WorldCom will be responsible for submitting, or re-submitting if a prior PIC change order was rejected due to Slamming Protection, any carrier change order authorized by the customer via CARE.
- B. Ameritech shall have two business days in which to review and act on any submitted EA recording. Ameritech shall have three business days in the event that number of submitted EA recordings for any single day exceeds 840 and an additional business day for each increment of 840 EA recordings submitted for any single day. For Ameritech to "act on" a EA recording means: 1) to accept the authorization contained on the EA recording and fully implement the lifting of the Slamming Protection so as to allow change orders submitted electronically through CARE to be processed without being rejected with a "2166"; or 2) to reject the EA recording. This two business (or, as applicable additional business days as described above) standard shall be referred to in this agreement as the Service Level Agreement (SLA). With respect to the SLA, Ameritech business days are from Monday to Friday but do not include Saturdays, Sundays or holidays. The holidays which Ameritech currently recognizes are set forth in Item B. Also, by way of example, if on a non-holiday Monday morning at 6am MCI WorldCom sends or makes available to Ameritech a grouping of EA files, within 48 hours or on or before 6am on that Wednesday Ameritech will have acted on the EA files assuming the number of EA files submitted on Monday was less than 840 and that neither Tuesday nor Wednesday is a holiday. Ameritech shall report to MCI WorldCom within the time line of the SLA only as to those EA recordings which Ameritech has rejected and shall inform MCI WorldCom the basis of each such rejection. Valid grounds for a rejection of a EA recording include: 1) the EA file is inaudible; 2) the EA recording does not contain sufficient information to authorize the removal of EA("incomplete"); 3) the approved script was not used or 4) no Slamming Protection exists. Operational

groups between the two companies will work out an implementation plan for the exact logistics for the sending or posting of the EA files and the sending and receipt of the notice of rejection of any EA file, but the implementation plan will include an understanding that the EA files will be sent or be made available by a certain time on every business day and that only those files sent or posted by that time will be considered as having been sent on that date.

6. EA Implementation

- A. Operational teams from Ameritech and MCI WorldCom shall meet to work out operational details of the Agreement, including the use of FTP and/or a password protected web site or such other means as the Parties may agree.
- B. The Parties agree to conduct a trial of the EA process in Illinois commencing on April 1, 2002, and concluding on or about May 15, 2002. Operational teams for both Parties will agree on the parameters for the EA trial including the final scheduling for volumes to be sent and processed. It is anticipated that over the course of the trial that the volume of EA recordings will be gradually increased until the full forecasted daily volume can be accommodated and processed by Ameritech. If unforeseen problems are discovered during the trial which can not be resolved by May 15, 2002, the trial may be extended until the problem(s) are resolved. The Parties agree that they will cooperate in good faith in resolving any unforeseen problems and that they will apply any resources reasonably necessary to expeditiously conclude the trial and implement EA. Upon completion of a successful trial of EA Ameritech will implement EA in the Ameritech states in accordance with the following schedule:
 - a. Illinois--immediately upon completion of the EA trial. Notwithstanding the second sentence of Paragraph 5.B of this Agreement, during the period of ramp up when Ameritech is providing EA only in Illinois, Ameritech shall have three business days in which to review and act on any submitted EA recording in the event that number of submitted EA recordings for any single day exceeds 175 and an additional business day for each increment of EA recordings submitted for any single day.
 - b. Ohio--within thirty (30) days of the completion of the trial. Notwithstanding the second sentence of Paragraph 5.B of this Agreement, during the period of ramp up when Ameritech is providing EA only in Illinois and Ohio,

Ameritech shall have three business days in which to review and act on any submitted EA recording in the event that number of submitted EA recordings for any single day exceeds 467 and an additional business day for each increment of 467 EA recordings submitted for any single day.

- c. Wisconsin--within sixty (60) days of the completion of the trial. Notwithstanding the second sentence of Paragraph 5.B of this Agreement, during the period of ramp up when Ameritech is providing EA only in Illinois, Ohio and Wisconsin, Ameritech shall have three business days in which to review and act on any submitted EA recording in the event that number of submitted EA recordings for any single day exceeds 584 and an additional business day for each increment of 584 EA recordings submitted for any single day.
 - d. Indiana--within ninety (90) days of the completion of the trial. Notwithstanding the second sentence of Paragraph 5.B of this Agreement, during the period of ramp up when Ameritech is providing EA only in Illinois, Ohio, Wisconsin and Indiana, Ameritech shall have three business days in which to review and act on any submitted EA recording in the event that number of submitted EA recordings for any single day exceeds 715 and an additional business day for each increment of 715 EA recordings submitted for any single day.
 - e. Michigan--within one hundred and twenty (120) days of the completion of the trial.
- C. No later than 60 days after Ameritech has fully implemented EA in a state, MCI WorldCom will use EA to remove Slamming Protection in lieu of three way calls for residential accounts in such state as set forth above except where: 1) a customer refuses to permit the EA recording to be made or provided to Ameritech; 2) a customer requests that a three way call be conducted; 3) MCI WorldCom's services are sold to the customer using a language other than English or Spanish; or, 4) Ameritech has rejected the EA file for the particular customer.
- D. Ameritech desires to deter the sending of EA files which Ameritech may properly reject. Accordingly, for any EA file properly rejected by Ameritech on account the EA file being 1.) inaudible, 2.) incomplete, 3) the approved script not used or 4.) not having Slamming Protection, Ameritech may charge MCI WorldCom \$2.00 per such EA file properly rejected. If the total

number of such proper rejections in any month exceeds 5% of the total number of EA files sent or posted in that month, then Ameritech may charge MCI WorldCom a total of \$2.50 for each such additional properly rejected file beyond the 5% threshold for that month. As used in this Agreement, an EA file is not "incomplete" if a customer has a password on the account which is not mentioned in the EA file. Also, no payment is required for "not having Slamming Protection" if within 10 days before MCI WorldCom had submitted the EA file Ameritech had sent to MCI WorldCom a "2166" indicating that there was Slamming Protection. MCI WorldCom agrees to pay any correct invoice for charges incurred under this section within thirty (30) days of receipt.

7. Termination for Cause

- A. If either party (the "defaulting party") shall at any time neglect, fail, or refuse to perform under any of the material provisions of this Agreement ("material default"), then the other party may serve upon the defaulting party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure or refusal and shall be served by certified mail, return receipt requested. If within thirty (30) days of the date of the service of such notice, the defaulting party shall not have fully cured all the defaults indicated therein, or presented a plan acceptable to the other party to cure such defaults, then upon expiration of said thirty (30) days, the other party may, at its option, elect to terminate this Agreement.
- B. The right of either party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous default. A "material default" shall include, but not be limited to, the following occurrences:
 - 1. Material defaults by MCI WorldCom:
 - a) an unreasonable percentage of EA recordings submitted to Ameritech are inaudible to Ameritech utilizing listening equipment which is commonly available and customarily used for such purposes;
 - b) an unreasonable percentages of EA recordings submitted to Ameritech do not contain the information necessary to authorize the removal of Slamming Protection;
 - c) an unreasonable percentage of EA recordings are submitted to Ameritech on accounts for which no Slamming Protection existed on the date of the EA

recording (but the ability to terminate the Agreement for this reason shall not apply to the extent to which MCI WorldCom has sent an EA recording within ten (10) days after receiving from Ameritech a "2166" PIC change rejection;

- d) an unreasonable number of Slamming Complaints, both formal and informal, are made against MCI WorldCom for carrier changes associated with the removal of Slamming Protection through the use of an EA recording where the allegations of Slamming are shown to be true. The term "shown" as used in this subsection does not mean an adjudication by a tribunal or court. The term "shown" also does not mean an unsubstantiated allegation from a customer. Instead the term "shown" means what in fact occurred as determined by a reasonable person applying the more likely than not burden of proof to the totality of the circumstances. For purposes of this subsection, "Slamming" shall have the same meaning as contained in relevant federal and state rules and regulations.

2. Material defaults by Ameritech:

- a) an unreasonable percentage of EA recordings submitted by MCI WorldCom for removal of Slamming Protection are rejected by Ameritech as being inaudible even though the files are audible utilizing listening equipment which is commonly available and customarily used for such purposes;
- b) an unreasonable percentage of EA recordings submitted by MCI WorldCom are rejected by Ameritech for the reason they do not contain the information necessary to authorize the removal of Slamming Protection even though the files do contain such information;
- c) an unreasonable percentage of PIC change requests submitted by MCI WorldCom are rejected for the stated the reason that there is Slamming Protection even though there was no Slamming Protection on the account at the time that PIC change was rejected;
- d) an unreasonable percentage of EA recordings submitted by MCI WorldCom are rejected by Ameritech for the reason they do not follow the approved script even though the EA recordings in fact follow the approved script;
- e) an unreasonable percentage of EA recordings are not acted on by Ameritech under the time period set forth in the SLA in Section 5(B) of this Agreement;

f) Ameritech is not ready for the trial or otherwise fails to comply with Section 6(B) of this Agreement.

- C. For the purposes of this Section an "unreasonable percentage" shall mean 5% or higher in any given month.
- D. Nothing in this Section 7 shall be construed to limit either Party's right to seek relief or damages allowed by law in the event of a breach of the material provisions of this Agreement.
- E. This Agreement shall be for a term of three (3) years from the effective date of this Agreement and shall continue thereafter until terminated by either party upon sixty (60) days advance written notice.

8. Miscellaneous Provisions

- A. While this Agreement is in effect, MCI WorldCom, its predecessors, successors, parents, subsidiaries, affiliates and assigns will not file any suit or claim against Ameritech Illinois, Ameritech Ohio, Ameritech Michigan, Ameritech Indiana or Ameritech Wisconsin in any court or administrative agency for the same or substantially similar cause of action as contained in MCI WorldCom's complaint to the Illinois Commerce Commission in Case Number 01-0412, other than to the extent necessary to enforce this agreement.
- B. This Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.
- C. This Agreement shall be binding upon and shall inure to the benefit of the Parties thereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, and shareholders.
- D. This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.
- E. The undersigned represents and warrants that it is authorized to execute this Agreement and to bind the Party represented thereto.
- F. If any federal and/or state statutes, rules and/or regulations are promulgated and take effect which govern the subject matter of this Agreement, the Parties shall comply with those statutes, rules

and/or regulations and shall be relieved of their obligations to comply with this Agreement to the extent that the terms and conditions of the Agreement are pre-empted by such statutes, rules and/or regulations.

- G. Notices given by one party to the other under this Agreement shall be in writing and delivered personally, sent by facsimile, express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective Parties (along with a courtesy copy via email) as follows:

To Ameritech:

Rick Quist
General Counsel
2000 Ameritech Center Dr. 4H 74
Hoffman Estates , IL, 60196
telephone: 847-248-5757
facsimile: 847-248- 6013
RQ8483@sbc.com

To MCI WorldCom:

Thomas F. O'Neil, III
701 South 12th Street (Pcy I)
Arlington, VA 22202
telephone: 703-341-4448
facsimile: 703-341-9418
email: Thomas.Oneil@wcom.com

James R. Denniston
205 North Michigan Ave
Suite 1100
Chicago, Illinois 60601
telephone: 312-260-3190
facsimile: 312-470-5571
email: James.Denniston@wcom.com

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of (a) the date of actual receipt, (b) the next business day when notice is sent via express mail, personal deliver or facsimile or (c) three days after mailing in the case of fist class or certified U.S. mail.

This Agreement has been entered into and effective this ____ day of January 2002
by the Parties.

Ameritech



By: Paul Roth
President
Ameritech Consumer Services

MCI WorldCom Communications, Inc.

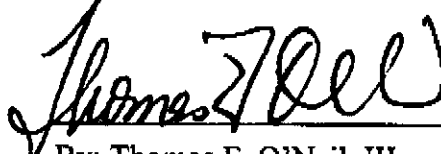
By: Thomas F. O'Neil, III
Senior Vice President
Chief Legal Counsel

This Agreement has been entered into and effective this ____ day of January 2002
by the Parties.

Ameritech

MCI WorldCom Communications, Inc.

By: Paul Roth
President
Ameritech Consumer Services



By: Thomas F. O'Neil, III
Senior Vice President
Chief Legal Counsel

ITEM A

Our records indicate that you're changing your service on ____ (Insert number of ANIS telephone number(s). Beginning with your area code ____ (Insert Area Code) please tell me those numbers?

For verification purposes, will you repeat your first and last name?

Are you at least 18 years old?

Are you the customer of record with your local telephone company for this (or these) phone number(s)?

If no- are you authorized to change service for this (or these) telephone number(s)?

May I also have your SSN? IF SSN REFUSED - If you prefer, I can use the last 4 digits of your SSN (If customer still refuses - date of birth should be asked for).

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Some customers have Slamming Protection on their account that prevents any changes to their service provider for local toll or long distance service unless the customer directly contacts the local telephone company to first lift the Slamming Protection. You may have this feature even if you are unaware of it.

The following questions are related to Slamming Protection you may have on your account:

1. Are you authorizing Slamming Protection to be lifted from your local toll service ? (If customer is switching local toll carriers)
2. Are you authorizing Slamming Protection to be lifted from you long distance service? (If customer is switching long distance carriers)
3. Can a recording of this call be made available to your local phone company so that they may remove Slamming Protection?

If you wish to have Slamming Protection reapplied to your account at a later date you must contact your local telephone company.

(Proceed to balance of TPV script)

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ITEM B

Listing of holidays observed by Ameritech:

The following listing shows the Ameritech holidays for calendar year 2001. Similar holidays are expected for future years. Ameritech shall notify MCI WorldCom of any additions or deletions from this listing for future years.

2001 Authorized Holidays

New Year's Day	01/01/2001	Monday
Memorial Day	05/28/2001	Monday
Independence Day	07/04/2001	Wednesday
Labor Day	09/03/2001	Monday
Thanksgiving Day	11/22/2001	Thursday
Day After Thanksgiving	11/23/2001	Friday
Christmas Day	12/25/2001	Tuesday